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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUAN CHINO BARRERA, OSCAR
VENCES ESTRADA,

Plaintiffs

v.

17 Civ. 1565 (JGK) (AJP)
Settlement

QUEENS DOLLAR, INC., SAMIR Z.
DHANANI, DOLLAR MAGIC, LLC,
AMAZING DEALS BRONX LLC,
TANVIR DHANANI, RYAZ DHANANI,
AMIT SHAH

Defendants

New York, N.Y.
January 5, 2018
11:15 a.m.

Before:

HON. ANDREW J. PECK

Magistrate Judge

APPEARANCES

CILENTI & COOPER PLLC
Attorney for Plaintiffs
PETER H. COOPER

STEVEN A. BIOLSI
Attorney for Defendants

-Also Present-

Tatiana Cevallos, Interpreter (Spanish)

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(In open court; case called)

THE COURT: We are on the record in the case of Juan Chino Barrera and Oscar Vences Estrada v. Queen Dollar, Inc., Samir Dhanani, and others, 17 Civ. 1565 to record the settlement agreement the parties have reached this morning with the Court's assistance.

I'd ask counsel and clients to pay careful attention. I will at the end of the description of the terms ask clients and counsel to confirm that that is what they have agreed that they have reached.

The settlement is conditional upon approval by Judge Koeltl as required by the Second Circuit decision in *Cheeks v. Freeport Pancake House*, but other than that, the parties have agreed and agreed to be bound as follows:

Defendants jointly and severally agree to resolve this case without any admission of fault or liability on the following terms: Defendants will pay the sum of \$75,000 to plaintiffs in complete satisfaction of this matter including attorneys fees. Payments will be made as follows:

\$9,000 to be paid to plaintiffs, all checks to be delivered to Mr. Cooper an at the Cilenti & Cooper firm, and that payment is to be made by February 1, provided, however, that in the event Judge Koeltl has not yet approved the settlement, that the amount will remain in Mr. Cooper's escrow account until such time as settlement is approved.

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1 Thereafter, there will be 22 payments of \$3,000 a
2 month due on the first of each month beginning in March 2018.
3 In the event that the first of any of those months is a
4 non-business day, payment is due the immediate following
5 business day.

6 In the event of any failure to make payment on the
7 required date, Mr. Cooper shall give notice by email to
8 Mr. Biolsi and the defendants shall have ten calendar days to
9 cure any such default. If the default is cured, payments will
10 resume on the original schedule. It will not defer by ten days
11 or anything else any of the monthly payments. If the default
12 is not cured, then all of the balance plus a penalty under the
13 double-declining balance method shall then be immediately due
14 and payable.

15 By way of an example, but not in any way by way of
16 jinxing full payments, if the \$9,000 is paid on February 1 and
17 the March 1 payment is not made and not cured within the time
18 period, that balance of \$66,000 would then be \$132,000 that
19 judgment would then be for. In addition, said judgment will
20 include a provision for cost of collection including reasonable
21 attorneys' fees of collection, not the attorneys' fees in
22 connection with this litigation to this point but any
23 collection of attorneys' fees.

24 The parties agree that of the payments, the division
25 between the plaintiffs and their attorneys are as follows:

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1 The firm of Cilenti & Cooper will receive one-third of
2 the payments, meaning \$25,000, assuming all payments are made.

3 As between Mr. Barrera and Mr. Estrada, Mr. Estrada
4 will receive \$7,000 and the balance, meaning \$43,000, will be
5 payable to Mr. Barrera. The plaintiffs have agreed amongst
6 themselves that Mr. Estrada receive his payment out of the
7 February 1 payment, and that Mr. Cooper's firm and Mr. Barrera
8 will allocate the remaining amounts proportional to their
9 interests.

10 The parties further agree that the case on approval of
11 the settlement by Judge Koeltl will be dismissed with prejudice
12 and without further costs, but that the Court would retain
13 jurisdiction so as to be able to enter judgment in the event of
14 any default in payment.

15 The parties further agree, again, subject to Judge
16 Koeltl's approval, to the execution of mutual general Blumberg
17 releases so that the plaintiffs would release all of the
18 defendants from any claims, whether asserted in this case or
19 otherwise, that they might have against the defendants, and
20 similarly, the defendants would execute a release releasing the
21 plaintiffs from any and all claims that defendants might have,
22 and those releases will be in general Blumberg form, or for
23 simplification, if it makes it easier, meaning that it will
24 release, in the immortal words of the Blumberg form "any claims
25 from the beginning of the date of the world to the date of the

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1 settlement agreement."

2 The releases, of course, will not release any unpaid
3 amounts under the settlement.

4 Any other terms that I have omitted?

5 MR. COOPER: No, Judge. Thank you. You've done an
6 excellent job recounting the agreement we've reached today.

7 MR. BIOLSI: Defendant joins the plaintiffs
8 sentiments.

9 THE COURT: Mr. Cooper, as counsel of record for the
10 plaintiffs and subject to their individual assent which I will
11 ask for next, do you agree to the terms of the settlement?

12 MR. COOPER: I do, Judge. Thank you.

13 THE COURT: Mr. Barrera, do you agree to the terms of
14 the settlement?

15 MR. BARRERA: Yes.

16 THE COURT: And do you understand that of the \$75,000,
17 certain amounts will go to your lawyer, certain amounts will go
18 to your co-plaintiff, and you're only receiving \$43,000.

19 MR. BARRERA: Yes.

20 THE COURT: All right. And you agree to all of these
21 terms, sir?

22 MR. BARRERA: Yes.

23 THE COURT: Mr. Estrada, do you agree to the terms of
24 the settlement as you've heard them described?

25 MR. ESTRADA: Yes.

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1 THE COURT: And do you understand that your share of
2 the settlement is only \$7,000.

3 MR. ESTRADA: Yes.

4 THE COURT: All right. Any additional questions
5 Mr. Biolsi that you want to put to the plaintiffs?

6 MR. BIOLSI: No, Judge. Thank you.

7 THE COURT: And for the record, Mr. Cooper's assistant
8 has been interpreting everything during this conference and
9 particularly during the recording of the settlement into
10 Spanish for the two plaintiffs.

11 Why don't we get your name for the record, ma'am.

12 THE INTERPRETER: My name is Tatiana Cevallos.

13 THE COURT: Thank you.

14 Mr. Biolsi, as counsel of record for all the
15 defendants and subject to Mr. Samir Dhanani's consent, do you
16 agree to the terms of the settlement?

17 MR. BIOLSI: Yes, sir.

18 THE COURT: You are, along with Mr. Dhanani,
19 authorized to do so on behalf of all the corporate and
20 individual defendants?

21 MR. BIOLSI: That I've appeared on behalf of, yes,
22 sir.

23 THE COURT: Very good. And that is a yes, right?

24 MR. BIOLSI: Yes, sir.

25 THE COURT: Mr. Dhanani, do you understand the terms

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1 of the settlement?

2 MR. DHANANI: Yes, sir.

3 THE COURT: And do you understand that you need to
4 make the \$9,000 upfront payment and then the monthly \$3,000 a
5 month payments.

6 MR. DHANANI: Yes, sir.

7 THE COURT: And do you understand that if you default
8 on any of those payments, double the amount then owing will be
9 entered as a judgment against you and all the corporate and
10 individual defendants that have appeared in this action?

11 MR. DHANANI: Yes, sir.

12 THE COURT: And are you authorized to enter into this
13 on behalf of the corporate defendants as well as yourself and
14 any other individual defendants?

15 MR. DHANANI: Yes, sir.

16 THE COURT: All right. All parties having agreed, you
17 have a tentative settlement binding on the parties but subject
18 to the approval of Judge Koeltl. When Judge Koeltl approves
19 the settlement then it is a done deal and binding. If he does
20 not, then the case will be restored to the docket in
21 approximately 20 days remaining to complete discovery.

22 How soon can you get the settlement approval cover
23 letter or whatever form Judge Koeltl wants it in into Judge
24 Koeltl, Mr. Cooper?

25 MR. COOPER: We can do a joint letter requesting

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1 approval of this settlement by the end of next week, I would
2 think.

3 THE COURT: So by January 12 you will submit the
4 appropriate paperwork to Judge Koeltl; that is a court ordered
5 deadline. If you need an extension of that, you will need to
6 apply to me and/or Judge Koeltl to extend that. I will stay
7 the litigation accordingly, and I direct both counsel to obtain
8 the transcript of this hearing on an expedited basis so that it
9 can be presented to Judge Koeltl along with the application
10 that you're submitting by next Friday. With that, we are
11 adjourned. Good luck to you all. Thank you.

12 MR. COOPER: Thank you, Judge.

13 MR. BIOLSI: Thank you, your Honor.

14 (Adjourned)
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